

No 13. THE LORDS found, That the defender might pay according to the instructions in Colonel Horsey's letter, after the legal term, and before the conventional, before interpellation by process.

C. Home, No 16. p 37.

S E C T. II.

Payment to a Person who has lost his Right; to one who is not the true Creditor; to a Creditor denuded. *Bona Fide* Payment must be actual and real Payment.

No 14. 1610. February 10. BLACKBURN *against* WILSON.

TENANTS who have made payment of their farms mails and duties to their master, being at the horn, before declarator was got of his escheat, will not be compelled to pay over again the said farms and duties of the same years, to the donatar obtaining thereafter declarator of their master's escheat and liferent; but the donatar will have action for these terms only against the rebel's self.

Fol. Dic. v. 1. p. 113. Haddington, MS. No 1795.

No 15. 1610. February 23. LYON *against* LAW.

INTIMATION of an assignation being made only to a cautioner, the LORDS found, that the principal was in *bona fide* to make payment to the cedent, so as to liberate him and all other cautioners, no intimation being made to him.

Fol. Dic. v. 1. p. 113. Haddington, MS. No. 1971.

*** See This case, *voce* CAUTIONER.

*** It was found in conformity with the above, where intimation was made at the market-cross of the head burgh of the shire, which was no regular intimation; 21st July 1632, Hume against Hume, No 47. p. 848.

1626. March 18. PATERSON *against* EXECUTORS OF PATERSON.

No 16.
Payment being made to one confirmed executor, *qua* nearest

A PURSUIT being moved at the instance of John Paterson, as donatar to the bastardy of umquhile Robert Hunter, and as having right from the King as *ultimus hæres* to umquhile James Hunter, son to the said bastard; which son